# Exhibit 21

#### Case 3:17-cv-00939-WHA Document 2199-13 Filed 11/13/17 Page 2 of 7 HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY

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1
                  UNITED STATES DISTRICT COURT
 2
                 NORTHERN DISTRICT OF CALIFORNIA
 3
                     SAN FRANCISCO DIVISION
 4
 5
     WAYMO LLC,
 6
                    Plaintiff,
                                              Case No.
        VS.
 7
                                              17-cv-00939-WHA
     UBER TECHNOLOGIES, INC.;
 8
     OTTOMOTTO, LLC; OTTO TRUCKING LLC, )
 9
                   Defendants.
10
11
12
13
       HIGHLY CONFIDENTIAL -- OUTSIDE COUNSEL'S EYES ONLY
14
                    VIDEOTAPED DEPOSITION OF
15
                     OGNEN STOJANOVSKI, ESQ.
                    San Francisco, California
16
17
                     Thursday, July 20, 2017
                             Volume I
18
19
20
2.1
22
     Reported by:
     MARY J. GOFF
23
     CSR No. 13427
24
     Job No. 2663397
25
     PAGES 1-321
                                                      Page 1
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1	were really discussed at high-level things. Like,	05:35:00
2	do they really want our the Owl sensor in the	05:35:03
3	team or is it the primary focus is on the team.	05:35:07
4	Those high-level things.	05:35:10
5	But there's any number of ways to	05:35:12
6	structure a transaction once you decide you're going	05:35:16
7	forward and this is how much you're paying for it.	05:35:18
8	Q (BY MR. JUDAH) Had you ever talked numbers	05:35:21
9	with Trimble or any of the other potential	05:35:22
10	acquirers?	05:35:24
11	A Yes.	05:35:25
12	Q And what what kind of numbers had	05:35:25
13	been had been communicated either, you know,	05:35:27
14	by by Tyto to to the Trimble or potential	05:35:31
15	acquirer, whoever it would be, or vice versa?	05:35:34
16	A We generally made our first asking I	05:35:38
17	mean, again, it changed over time, right, whether it	05:35:46
18	was lower, sort of our opening ask. So if you were	05:35:50
19	interested, Are you willing to pay around	05:35:55
20	\$20 million for it, was the opening ask usually.	05:35:57
21	Q The ultimate asset purchase by Ottomotto	05:36:01
22	was for approximately \$8 million, correct?	05:36:05
23	A Correct.	05:36:08
24	Q And so so how did that how did the	05:36:09
25	process of of the acquisition of the asset	05:36:14
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1	purchase by Ottomotto begin? Did did someone	05:36:16
2	from Tyto LiDAR reach out to Ottomotto or did	05:36:20
3	someone from Ottomotto someone from Ottomotto	05:36:23
4	reach out to Tyto?	05:36:25
5	A Ottomotto reached out to Tyto.	05:36:26
6	Q And who from Ottomotto reached out to	05:36:28
7	Tyto?	05:36:31
8	A Well, Anthony reached out to me.	05:36:33
9	Q When was that?	05:36:36
10	A I would say February maybe late	05:36:40
11	February of 2016. February or March. Thereabouts.	05:36:44
12	Early 2016.	05:36:48
13	Q And that deal essentially when did that	05:36:51
14	deal get signed?	05:36:57
15	A I think it was signed signed early May	05:37:00
16	or maybe late April. The ask I think it closed	05:37:03
17	May 6, but don't hold me to it. It that's to the	05:37:12
18	best of my recollection.	05:37:20
19	Q So the whole deal went down relatively	05:37:20
20	quickly from the time I mean, if if the first	05:37:23
21	time that Anthony Levandowski reached out to you	05:37:25
22	about potentially acquiring Tyto was in was in	05:37:28
23	February or March, and the deal closed in May, then	05:37:33
24	it it closed in basically the whole process	05:37:38
25	took approximately two or three months?	05:37:41
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1	A Yes.	05:37:44
2	Q And why why was the deal ultimately an	05:37:47
3	asset purchase as it compared to an acquisition?	05:37:50
4	MR. SAWYER: Objection, form.	05:37:53
5	A That's just the simplest most	05:37:57
6	straightforward deal that we could deal.	05:38:02
7	Q (BY MR. JUDAH) Whose whose idea was it?	05:38:04
8	Was it something Ottomotto said, Hey, we don't have	05:38:07
9	to acquire everything; we want to acquire some	05:38:10
10	assets?	05:38:13
11	Or did did Tyto say, We don't really	05:38:14
12	want to be totally acquired; we just want to sell	05:38:16
13	some assets?	05:38:19
14	A I don't recall exactly, but it might have	05:38:23
15	been my idea to initiate it as an Asset Purchase	05:38:26
16	Agreement.	05:38:31
17	Q And why did you propose it as an Asset	05:38:32
18	Purchase Agreement?	05:38:35
19	A Because for a while I was contemplating a	05:38:38
20	possibility in that Otto was not did not seem to	05:38:42
21	be interested in our map in our actual product,	05:38:47
22	our mapping LiDAR, but rather more our team and	05:38:50
23	using that team to try and build an autonomous	05:38:54
24	vehicle sensor, I wanted to try and preserve the	05:38:57
25	option of actually retaining the Owl sensor designs	05:39:01
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1	those e-mail accounts.	06:42:49
2	Q Was it before or after, you know,	06:42:50
3	January 1 of 2017?	06:42:53
4	A It was before January 1, 2017.	06:42:57
5	Q But why did you close down those e-mail	06:42:59
6	domain names at let me ask you that again.	06:43:03
7	Why did you close down those e-mail	06:43:04
8	accounts and e-mail archives?	06:43:07
9	A Because at the end of day we did wind up	06:43:09
10	selling the Owl sensor itself too. And Tyto was	06:43:11
11	no longer was an ongoing concern with real business	06:43:19
12	opportunities, but rather, just had to have some	06:43:21
13	cash in the bank account.	06:43:25
14	So so I wound up I wound down all	06:43:27
15	other accounts. And once I was done winding down	06:43:30
16	all other accounts, I didn't need to have Tyto	06:43:33
17	LiDAR's anymore. That it didn't make sense in	06:43:35
18	paying for ongoing an e-mail host.	06:43:37
19	THE COURT REPORTER: I'm sorry. I didn't	06:43:40
20	need to have Tyto LiDAR?	06:43:41
21	A Sorry. Can you say it again?	06:43:41
22	(The Reporter read the record as follows:	06:43:47
23	And once I was done winding down all other accounts,	06:43:47
24	I didn't need to have Tyto LiDAR?)	06:43:47
25	A I didn't need to have access to Tyto LiDAR	06:43:48
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1	e-mail anymore, so there wasn't any sense in paying	06:43:50
2	for ongoing e-mail hosting services.	06:43:54
3	Q (BY MR. JUDAH) Are those e-mail accounts	06:43:58
4	and e-mail archives recoverable?	06:44:00
5	A I don't know.	06:44:03
6	Q What who who was the host of those	06:44:04
7	e-mail accounts and e-mail archives?	06:44:07
8	A Google.	06:44:11
9	Q Google what?	06:44:14
10	A Well, I don't whatever it is. G-mail	06:44:17
11	hosting for business I'm not sure of the exact	06:44:19
12	you know, companies that like G-mail Professional	06:44:24
13	Services from Google.	06:44:27
14	Q Is it your understanding that all of those	06:44:29
15	e-mails have been permanently destroyed?	06:44:31
16	A I don't know if they have been permanently	06:44:36
17	destroyed or not.	06:44:38
18	Q Do you have any documents that that	06:44:42
19	provide well, let me ask you this: If you wanted	06:44:44
20	to try to recover those e-mails, what would you do?	06:44:45
21	MR. SAWYER: Objection, form.	06:44:50
22	MS. RAY: Join.	06:44:50
23	A I'm not sure how I would go about it. I	06:44:51
24	don't know. I would try to contact Google, I guess.	06:44:53
25	Q (BY MR. JUDAH) Did you ever discuss having	06:44:57
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